

**AGENDA**  
**UTILITIES SERVICE BOARD MEETING**

Conference Room 100B  
Indiana University Research Park  
501 North Morton  
Bloomington, Indiana 47404

Tom Swafford, President  
Tim Henke, Vice President  
Richard Eherenman  
Jeff Ehman  
Samuel Vaught  
Rachel Tolen  
John Whikehart  
Tim Mayer, ex-officio  
Tom Micuda, ex-officio

**OCTOBER 3, 2005**  
**5:00 p.m. REGULAR MEETING**

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES OF PREVIOUS MEETING (September 19, 2005)
- III. APPROVAL OF CLAIMS
- IV. APPROVAL AND EXECUTION OF UTILITIES' AGREEMENT FOR BANKING SERVICES WITH IRWIN UNION BANK – Paige Freitag
- V. OLD BUSINESS
- VI. NEW BUSINESS
- VII. SUBCOMMITTEE REPORTS
- VIII. STAFF REPORTS
- IX. PETITIONS AND COMMUNICATIONS\*
- X. ADJOURNMENT

\* Brief public comment will be limited to 5 minutes per person.

## UTILITIES SERVICE BOARD MEETING

September 19, 2005

UTILITIES SERVICE BOARD MEETINGS ARE RECORDED ELECTRONICALLY OR STENOGRAPHICALLY AND ARE AVAILABLE DURING REGULAR BUSINESS HOURS IN THE OFFICE OF THE DIRECTOR OF UTILITIES.

Board President Swafford called the regular meeting of the Utilities Service Board to order at 5:00 p.m. The meeting was held in Conference Room 100B at the Indiana University Research Park at 501 North Morton Street in Bloomington, Indiana.

Board members present: Tom Swafford, Richard Eherenman, Tim Henke, Sam Vaught, Jeff Ehman, Rachel Tolen, John Whikehart, and Tim Mayer. Staff members present: Patrick Murphy, John Langley, Tom Staley, Steve Saulter, and Jane Fleig. Others present: Margaret Fette representing the Libertarian Party, Donnie Ginn representing Black and Veatch, Ben Beard representing Gentry Estates and Mark Menefee representing Indiana University Utilities.

### MINUTES OF PREVIOUS MEETING:

BOARD MEMBER EHERENMAN MOVED AND BOARD MEMBER VAUGHT SECONDED THE MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 6, 2005, MEETING AS PRESENTED. MOTION CARRIED. 7 AYES.

### CLAIMS:

Utilities Director Murphy informed the Board Members that the Bently claim, number 0591350, had been struck from the claims register because it is being paid by credit card.

BOARD MEMBER WHIKEHART MOVED AND BOARD MEMBER EHERENMAN SECONDED THE MOTION TO APPROVE THE CLAIMS AS FOLLOWS:

CLAIMS 0591255 THROUGH 0591830 INCLUDING \$90,992.74 FROM THE WATER OPERATIONS & MAINTENANCE FUND, \$10,159.26 FROM THE WATER CONSTRUCTION FUND AND \$100.00 FOR HYDRANT RENTAL FOR A TOTAL OF \$101,252.00 FROM THE WATER UTILITY; CLAIMS 0530784 THROUGH 0530840 FOR A TOTAL OF \$289,109.03 FROM THE WASTEWATER UTILITY; AND CLAIMS 0570105 THROUGH 0570110 FOR A TOTAL OF \$17,503.79 FROM THE WASTEWATER/ STORMWATER UTILITY. TOTAL CLAIMS APPROVED - \$407,864.82. MOTION CARRIED. 7 AYES.

### REQUEST FOR APPROVAL OF FUNDING FOR THE WESTSIDE SEWER PROJECT (SUNRISE ESTATES):

Assistant Director of Engineering Bengtson explained that the Sunrise Estate community in the County has been suffering from failed septic fields. They have entered into an agreement with City of Bloomington Utilities for the Utilities to accept the wastewater from Sunrise Estates. The residents of Sunrise Estates will pay a hook on fee of \$1000.00 per lot for up to 188 lots. City of Bloomington Utilities will use that money to provide the wastewater collection infrastructure.

Board member Henke asked if the infrastructure will be sized to accommodate future residential development in the area. Mr. Bengtson replied that it is unlikely that such development will take place in the future due to the presence of the airport.

BOARD MEMBER HENKE MOVED AND BOARD MEMBER EHMAN SECONDED THE MOTION TO APPROVE THE REQUEST FOR FUNDS FOR THE WESTSIDE SEWER PROJECT. MOTION CARRIED. 7 AYES.

#### MONROE WATER TREATMENT PLANT CONTRACT CHANGE ORDER NO. 3:

Donnie Ginn, representing Black and Veatch explained the seven items that are a part of the change order. Board member Henke asked if the work is likely to be done by the completion date of October 14<sup>th</sup>. Mr. Ginn replied that it was unlikely. The work probably will not be complete until sometime in January. Board member Vaught asked if any other change orders are being discussed to which Mr. Ginn replied that none are being discussed at the present time, but some may come up in the future.

BOARD MEMBER EHERENMAN MOVED AND BOARD MEMBER HENKE SECONDED THE MOTION TO APPROVE THE MONROE WATER TREATMENT PLANT CONTRACT CHANGE ORDER NO. 3. MOTION CARRIED. 7 AYES.

Board Member Henke left the meeting at this time.

#### OLD BUSINESS:

No old business was presented.

#### NEW BUSINESS:

No new business was presented.

#### SUBCOMMITTEE REPORTS:

Board President Swafford said that no subcommittee meetings had occurred since the last USB meeting. He informed other board members that a combined Engineering and Finance Subcommittee meeting has been scheduled for September 29<sup>th</sup> at 12:00 P.M. The purpose of the meeting is to consider presentations by the three architectural firms that were chosen to submit concept drawings.

Board Member Vaught said that there was still unfinished business from the Administrative Subcommittee meeting on September 1<sup>st</sup>. The request made by Don Fruend for an adjustment to his bill had been denied by the subcommittee. Mr. Fruend had indicated an intention to appeal that decision to the Utilities Service Board. Since that time Mr. Fruend informed staff members that he would not make the appeal.

BOARD MEMBER VAUGHT MOVED AND BOARD MEMBER EHMAN SECONDED THE MOTION TO APPROVE THE DENIAL OF THE RATE ADJUSTMENT REQUEST BY DON FREUND. MOTION CARRIED. 6 AYES. 1 MEMBER ABSENT (HENKE).

STAFF REPORTS:

There were no staff reports.

PETITIONS AND COMMUNICATIONS:

There were no petitions or communications from the public.

ADJOURNMENT:

The meeting was adjourned at 5:30 p.m.

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L. Thomas Swafford, President

**UTILITIES SERVICE BOARD MOTION**  
**MEETING ON OCTOBER 03, 2005**

Utilities Department claims filed with the City Controller September 28, 2005 and signed by the Utilities Service Board for payment October 07, 2005 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

FUND	AMOUNT	TOTAL NOT APPROVED	TOTAL APPROVED
WATER OPERATIONS & MAINT.	\$212,314.15		
WATER CONSTRUCTION	\$103,863.17		
WATER SINKING			
WATER HYDRANT RENTAL			
TOTAL WATER UTILITY	\$316,177.32		
WASTEWATER OPERATIONS & MAINT.	\$119,505.10		
WASTEWATER CONSTRUCTION			
WASTEWATER SINKING			
TOTAL SANITATION UTILITY	\$119,505.10		
WASTEWATER STORMWATER	\$4,283.35		
WASTEWATERSTORMWATER CONSTRUCTION			
TOTAL STORM WATER UTILITY	\$4,283.35		
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	\$439,965.77		

**GL DATE: 10/07/05**

**INTERDEPARTMENTAL  
MEMO**

To: Tom Swafford, President  
Dept. Utilities Service Board  
Sub: Claims list filed: 09/28/05  
USB: 10/03/05 **PAID: 10/07/05**  
For Period: 09/05/05 - 09/16/05  
G/L Date: 10/07/05

From: Kim Robertson  
Dept. Accounts Payable  
Date: 9/29/05

Total of Water Utilities as per the claims list: \$316,177.32

**Sub-Total Water Utility:** \$316,177.32

Total of Wastewater Utilities as per the claims list: \$119,505.10

**Sub-Total Wastewater Utility:** \$119,505.10

Total of Stormwater Utility as per the claims list: \$4,283.35

**Sub-Total Stormwater Utility:** \$4,283.35

**Total Water Utility:** \$316,177.32

**Total Wastewater Utility:** \$119,505.10

**Total Stormwater Utility:** \$4,283.35

**Total Water, Wastewater & Stormwater Utilities** \$439,965.77

# Register of Claims Report

## Report Parameters

Beginning Claim Number:

Ending Claim Number:

GL Date (Accounting Date): 07-OCT-05

# REGISTER OF CLAIMS

City of Bloomington Utilities

Water and Wastewater Department

For Period: \_\_\_\_\_ thru \_\_\_\_\_.

Paydate : 07-OCT-2005

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0530842	ALL PHASE ELECTRIC SUPPLY CO	300.00	0.00	300.00	0.00	20 AMP / 120V / GFCI BREAKERS - BP
0530843	B B C PUMP AND EQUIPMENT CO INC	664.48	0.00	664.48	0.00	2 PUMP RINGS, 2 WEAR RINGS TO BE USED @ WOODHAVEN LIFT STATION - LS, TD
0530844	BAULT TRUCKING	500.00	0.00	500.00	0.00	1 LOAD OF WOOD FIBER - DELIVERED 8/10/05 - BP
0530845	BLOOMINGTON SUPPLY CORP	506.42	0.00	506.42	0.00	60' OF 2" COPPER PIPE, 20' OF 1 1/2" COPPER PIPE, 2 2"x1 1/2" COPPER BELL REDUCER, 2 2" COUPLING, 20" 5" SCH 40 PVC PIPE - DR
0530846	BLOOMINGTON SUPPLY CORP	128.08	0.00	128.08	0.00	90° ELBOWS, MISC NIPPLES, BALL VALVE, REDUCER & ADAPTER - TO RELOCATE BACK FLOW PREVENTOR - DR
0530847	CINGULAR	93.89	0.00	93.89	0.00	SERVICE - W HENDERSON, Y2K, S DRAKE, D MCCONNELL - 8/07 - 9/06/05 - DR
0530849	CINGULAR	77.44	0.00	77.44	0.00	SERVICE - T FLYNN, B JOHNSON, Y2K - 8/07 - 9/06/05 - BP
0530850	CINTAS FIRST AID & SAFETY	122.20	0.00	122.20	0.00	SUPPLY FIRST AID CABINET @ BLUCHER POOLE WWTP - 8/18/05 - BP
0530851	CINTAS FIRST AID & SAFETY	135.05	0.00	135.05	0.00	SUPPLY FIRST AID CABINET @ BLUCHER POOLE WWTP - 9/15/05 - BP
0530852	CINTAS FIRST AID & SAFETY	137.73	0.00	137.73	0.00	SUPPLY FIRST AID CABINET @ DILLMAN WWTP - 9/15/05 - DR
0530853	CLOVERLEAF TOOL CO	809.94	0.00	809.94	0.00	2 1" 90 DEGREE SWIVELS, 6 10'X3/4" LEADER HOSE - TO BE USED ON VACON SEWER TRUCK - TD
0530854	B B C PUMP AND EQUIPMENT CO INC	78.69	0.00	78.69	0.00	2 30' N/C FLOATBALLS - TO BE USED FOR LIFT STATIONS - LS, TD
0530855	BEDFORD MACHINE AND TOOL INC	595.00	0.00	595.00	0.00	HOUSING PLATE FOR PLYMOUTH LIFT STATION - LS, TD
0530856	DOTLICH INC	391.00	0.00	391.00	0.00	4 HOURS CRANE RENTAL TO REMOVE & INSTALL ROTARY SCREEN - 8/31/05 - DR
0530857	DUNHAM RUBBER AND BELTING CORP	472.22	0.00	472.22	0.00	4 18" FLEXCO STAINLESS STEEL LACING, 6 CONNECTING RODS - TO BE USED ON ROTARY SCREEN - DR
0530858	ENVIRONMENTAL LABORATORIES INC	270.00	0.00	270.00	0.00	MERCURY MONITORING TESTING - LOW LEVEL - 9/07/05 - BP
0530859	ENVIRONMENTAL LABORATORIES INC	270.00	0.00	270.00	0.00	MERCURY MONITORING TESTING - LOW LEVEL - 9/07/05 - DR
0530860	ENVIRONMENTAL SERVICES GROUP LAB INC	95.00	0.00	95.00	0.00	TESTING - GRIT COMPOSITE SAMPLE - 9/01/05 - DR
		85.00	0.00	85.00	0.00	TESTING - RAW COMPOSITE - 9/01/05 - DR
0530860	total amount	\$180.00	\$0.00	\$180.00	\$0.00	
0530861	ENVIRONMENTAL RESOURCE ASSOCIATES	113.29	0.00	113.29	0.00	TESTING - TOTAL SUSPENDED SOLIDS - 9/12/05 - LAB



Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0530862	GAC MIDAMERICA INC	1,579.12	0.00	1,579.12	0.00	ALUM - DELIVERED TO DILLMAN WWTP - 9/13/05 - DR
0530863	GENERAL REPAIR SERVICE INC	295.00	0.00	295.00	0.00	SEWER REPAIR @ 2702 HEMLOCK CIRCLE - TD
0530864	G R W ENGINEERS INC	23,764.43	0.00	23,764.43	0.00	ENGINEERING SERVICES - WET WEATHER MANAGEMENT - 6/19/05 - 7/30/05 - (S04-4805) - ENG
		18,477.28	0.00	18,477.28	0.00	ENGINEERING SERVICES - WET WEATHER MANAGEMENT - 7/31/05 - 8/27/05 - (S04-4805) - ENG
0530864	total amount	\$42,241.71	\$0.00	\$42,241.71	\$0.00	
0530865	HARRELL FISH MECHANICAL INC	225.00	0.00	225.00	0.00	BACKFLOW PREVENTION TEST & CERTIFICATION @ DILLMAN WWTP - 9/19/05 - DR
0530866	HOLT EQUIPMENT CO LLC	139.93	0.00	139.93	0.00	SOLENOID REPAIR FOR BROOM ATTACHMENT OF FRONT END LOADER - BP
0530867	KIRBY RISK CORP	73.73	0.00	73.73	0.00	BLOWER MOTOR FOR SHEFFIELD LIFT STATION - LS, TD
0530868	MAXWELLS OFFICE SUPPLY	59.98	0.00	59.98	0.00	2 BX 8 1/2 X 11 COPY PAPER - BP
0530869	MICROLOGY LABORATORIES	233.07	0.00	233.07	0.00	COLISCAN MF MEDIUM 20ML BROTH - LAB
0530870	QUALITY REPAIR SERVICE INC	4,245.00	0.00	4,245.00	0.00	2 SKIMMER ARMS FOR CLARIFIER #3 - DR
0530871	RICHARDS SMALL ENGINE	165.24	0.00	165.24	0.00	BEARING HOUSING ASSEMBLY, PULLEY FOR DECK ON DIXIE CHOPPER - DR
0530872	ROGERS GROUP INC	378.96	0.00	378.96	0.00	FILL SAND FOR DRYING BEDS @ DILLMAN WWTP - 8/08/05 - DR
0530873	SAM'S CLUB DIRECT	103.60	0.00	103.60	0.00	FOOD FOR LMC TRAINING, 12 MEMO BOOKS, 10 UNIBALL GEL PENS, 2 BX #10 ENVELOPES - DR
0530874	TRI STATE BEARING COMPANY INC	84.52	0.00	84.52	0.00	2 BEARINGS, 2 BEARINGS FOR WOODHAVEN LIFT STATION - LS, TD
0530875	ULRICH CHEMICAL INC	2,684.00	0.00	2,684.00	0.00	CHLORINE - DELIVERED TO BLUCHER POOLE WWTP - 9/15/05 - BP
		-1,500.00	0.00	-1,500.00	0.00	CREDIT MEMO FOR RETURNED CONTAINERS - 9/15/05 - BP
0530875	total amount	\$1,184.00	\$0.00	\$1,184.00	\$0.00	
0530876	UNITED LABORATORIES INC	1,653.16	0.00	1,653.16	0.00	55 GALLON DRUM OF ZYME OUT FOR ODOR CONTROL @ LIFT STATIONS - LS, TD
0530877	UNITED PARCEL SERVICE	13.96	0.00	13.96	0.00	SHIPPING CHARGES - 9/08/05 - ACCT
0530878	W R C OUTDOOR POWER EQUIPMENT LLC	282.19	0.00	282.19	0.00	XMARK PARTS, ECHO WEED EATER PARTS - DR
0530879	A D S ENVIRONMENTAL SERVICES INC	5,780.00	0.00	5,780.00	0.00	MAINTENANCE FOR WW FLOW METERS, DATA COLLECTION & PROCESSING QUARTERLY REPORTS - 9/01 - 9/30/05 - ENG
0530880	KIRBY RISK CORP	132.48	0.00	132.48	0.00	3M INSULATING RESIN - STOCK FOR LIFT STATIONS - LS, TD
0530881	ZEP MANUFACTURING CO	1,592.55	0.00	1,592.55	0.00	ZEP FORMULA 777 WEEK KILL, ZEP G12B GRANULAR WEED KILL WITH MSDS - DR
0530883	ENVIRONMENTAL FIELD SERVICES INC	16,054.29	0.00	16,054.29	0.00	OPERATION & MAINTENANCE SERVICES FOR THE ILLINOIS CENTRAL WATER TREATMENT PLANT FROM AUGUST 2004 - JANUARY 2006 - INVOICE FOR AUGUST 2005 - ENV

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0570112	NATIONAL WATERWORKS INC	331.05	0.00	0.00	331.05	CATCH BASIN CURB INLET FOR STORM @ 3522 S DUNSTAN - SW, PUR
0591352	ANBRO ELECTRIC CO INC	1,993.00	1,993.00	0.00	0.00	200 AMP METER BASE, 200 AMP FEED FROM METER BASE, CIRCUIT TO GROUND FLOOR, CIRCUIT TO NEW PANEL LOCATION, CIRCUIT TO SECURITY PANEL @ GRIFFY - ENG
0591353	BATTERIES PLUS	154.00	61.60	92.40	0.00	100 6-VOLT BATTERIES - TD, PUR
0591354	BAUGH ENTERPRISES INC	9,064.05	3,625.62	5,438.43	0.00	PRINTING & MAILING SEPTEMBER 2005 WATER / WASTEWATER BILLS - AR
0591355	BLACK AND VEATCH ENGINEERING	7,950.17	7,950.17	0.00	0.00	MONROE WTP IMPROVEMENTS - CONFIGURATION SERVICES - THROUGH 9/02/05 - (W04-2803) - MN, ENG
0591356	BLOOMINGTON PAINT AND WALLPAPER CO	18.99	18.99	0.00	0.00	1 BOX OF RAGS - USED TO PAINT FIRE HYDRANTS - TD
		18.76	18.76	0.00	0.00	4 GALLONS OF PAINT THINNER - USED TO PAINT FIRE HYDRANTS - TD
		102.96	102.96	0.00	0.00	4 GALLONS OF SILVER PAINT - USED TO PAINT FIRE HYDRANTS - TD
		154.44	154.44	0.00	0.00	6 GALLONS OF SILVER PAINT - USED TO PAINT FIRE HYDRANTS - TD
0591356 total amount		\$295.15	\$295.15	\$0.00	\$0.00	
0591357	BOWEN ENGINEERING INC	35,913.00	35,913.00	0.00	0.00	MONROE WTP LOW SERVICE PUMP REHAB - 6/01/05 - 7/31/05 - (W00-2424) - MN, ENG
0591358	BRENNTAG MID-SOUTH INC	1,998.50	1,998.50	0.00	0.00	10 22 LB TOTE SUPERFLOC C587 POLYMER - DELIVERED TO MONROE WTP - 9/14/05 - MN
0591359	CINERGY	1,118.65	1,118.65	0.00	0.00	SERVICE - GENTRY BOOSTER STATION - 8/15 - 9/14/05 - BS
		14.94	0.00	14.94	0.00	SERVICE - JEFFREY LIFT STATION - 8/04 - 9/06/05 - LS
		23,081.60	23,081.60	0.00	0.00	SERVICE - MONROE INTAKE TOWER - 8/03 - 9/01/05 - MN
		22,166.99	22,166.99	0.00	0.00	SERVICE - MONROE WTP - 8/03 - 9/01/05 - MN
0591359 total amount		\$46,382.18	\$46,367.24	\$14.94	\$0.00	
0591360	CINERGY	2,939.19	1,406.99	1,532.20	0.00	SERVICE - EAST WATER TANK, SOUTH TANK, KNIGHTRIDGE LS, PARK RIDGE LS, GRIFFY, PLYMOUTH LS, SMITH & WASHINGTON LS, 17TH ST BS, SHEFFELD LS, N CURRY PK TANK, WEYMOUTH LS - 7/14 - 8/31/05 - BS, GR, TD, LS
0591361	CINGULAR	216.20	86.48	129.72	0.00	SERVICE - J LANGLEY, S SAULTER, DIRECTOR, R ATZ, PUBLIC AFFAIRS, G MERRIMAN - 8/07 - 9/06/05 - DIR
0591362	CINGULAR	416.94	166.77	250.17	0.00	SERVICE - SHERFIELD, HARDIN, NEAL, STALEY, MCHALEY, KLARICH, HOUSEL, PERRY, RAPER, SCHROEDER, ROBERTSON, LS CREWS - 8/07 - 9/06/05 - TD
0591363	CINGULAR	407.22	162.89	244.33	0.00	SERVICE - HICKS, REINHOLD, FLEIG, MCNEAL, AXSOM, MUELLER, POWELL, BENGTSON, SCHULTE, EADS, DAVIS - 8/07 - 9/06/05 - ENG
0591364	CINGULAR	39.48	39.48	0.00	0.00	SERVICE - P SODERQUIST - BLACK & VEATCH - 8/07 - 9/06/05 - (W02-2604-E) - MN, DIR
0591365	CINGULAR	28.19	11.28	16.91	0.00	SERVICE - T JOHNSON - 8/07 - 9/06/05 - CR
0591366	CINGULAR	28.19	11.28	16.91	0.00	SERVICE - CONTROL DESK - 8/07 - 9/06/05 - SC
0591368	CINGULAR	60.46	24.18	36.28	0.00	SERVICE - J MARTINDALE, R STINE - 8/07 - 9/06/05 - PUR
0591369	CINGULAR	42.17	42.17	0.00	0.00	SERVICE - J TROTTER, B MILBOURN - 8/07 - 9/06/05 - MN
0591370	BLACK AND VEATCH ENGINEERING	60,000.00	60,000.00	0.00	0.00	MONROE WTP UPGRADES - THROUGH 9/09/05 - (W02-2604-E) - MN, ENG

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0591371	CINTAS FIRST AID & SAFETY	175.50	70.20	105.30	0.00	SUPPLY FIRST AID CABINET @ SERVICE CENTER & UTILITIES SHOWERS BUILDING - 9/01/05 - SC
0591372	CINTAS FIRST AID & SAFETY	110.67	110.67	0.00	0.00	SUPPLY FIRST AID CABINET @ MONROE WTP - 9/08/05 - MN
0591374	CITY OF BLOOMINGTON	16,526.67	5,024.10	11,502.57	0.00	OCTOBER 2005 - SET RATE - MN, TD, BS, DIR, PUR, ENG, BP, DR
0591375	COMMERCIAL SERVICE OF BLOOMINGTON INC	75.00	75.00	0.00	0.00	TROUBLESHOOT ROOFTOP A/C UNIT @ MONROE WTP - 8/18/05 - MN
0591376	COSNER'S ICE CO	92.50	37.00	55.50	0.00	74 BAGS OF ICE - DELIVERED 9/12/05 - TD
		93.75	37.50	56.25	0.00	75 BAGS OF ICE - DELIVERED 9/19/05 - TD
0591376	total amount	\$186.25	\$74.50	\$111.75	\$0.00	
0591377	EVERETT J PRESCOTT INC	2,929.95	2,929.95	0.00	0.00	4" COMPOUND METER WITH STRAINER - MS, TD
0591378	EVERETT J PRESCOTT INC	1,265.00	1,265.00	0.00	0.00	3 6" CUT IN SLEEVE, 1 18" FULL SEAL - INVENTORY
0591379	EVERETT J PRESCOTT INC	198.75	198.75	0.00	0.00	CABLE PULLERS - USED TO PULL LEAD WATER LINES - TD
0591380	GAC MIDAMERICA INC	1,489.75	1,489.75	0.00	0.00	ALUM - DELIVERED TO MONROE WTP - 9/08/05 - MN
		1,594.79	1,594.79	0.00	0.00	ALUM - DELIVERED TO MONROE WTP - 9/14/05 - MN
0591380	total amount	\$3,084.54	\$3,084.54	\$0.00	\$0.00	
0591381	HOLT EQUIPMENT CO LLC	223.75	89.50	134.25	0.00	HYDROLIC OIL FOR BACKHOES & EQUIPMENT IN T&D - TD, PUR
0591382	HOLT EQUIPMENT CO LLC	179.16	71.66	107.50	0.00	4 TEETH, 6 PINS FOR EXCAVATOR #617 - TD
0591383	HUGHES SUPPLY INC	4,597.50	4,597.50	0.00	0.00	10 CATCH BASIN SQUARE CURB INLET, 5 FLAT BAR GRATE - INVENTORY
0591384	ICE MILLER	6,140.23	6,140.23	0.00	0.00	SERVICES RENDERED IN BLOOMINGTON COUNTRY CLUB ET AL VS CBU WATER & WASTEWATER UTILITIES - 6/02/05 - 7/22/05 - DIR
0591385	IRVING MATERIALS INC	292.00	292.00	0.00	0.00	CONCRETE - 8/09/05 - (W05-2900) - TD
		219.00	219.00	0.00	0.00	CONCRETE - 8/10/05 - (W05-2900) - TD
		219.00	219.00	0.00	0.00	CONCRETE - 8/15/05 - (W05-2900) - TD
0591385	total amount	\$730.00	\$730.00	\$0.00	\$0.00	
0591386	IRVING MATERIALS INC	375.00	225.00	0.00	150.00	CONCRETE - KILL OUT 6" LINE @ 11TH & ADAMS, STORM @ 12TH & SUMMIT - 8/31/05 - SW, TD
		385.00	385.00	0.00	0.00	CONCRETE - WATER MAIN LEAK @ 1490 N FEE LANE - 9/02/05 - TD
		401.50	401.50	0.00	0.00	CONCRETE - WATER MAIN LEAK @ 17TH & FEE - 9/02/05 - TD
0591386	total amount	\$1,161.50	\$1,011.50	\$0.00	\$150.00	
0591388	MARSH-McBIRNEY INC	3,309.37	3,309.37	0.00	0.00	FLO-MATE MODEL 2000 HAND HELD VELOCITY METER - (W05-2900) - ENG
0591389	MAXWELLS OFFICE SUPPLY	30.92	12.37	18.55	0.00	2 CLEAR PADS, 12 EASY TOUCH PENS - COMM
0591390	MAXWELLS OFFICE SUPPLY	176.26	70.50	105.76	0.00	CLOCK, RIBBON, BLANK CD'S, 2 APPT BOOKS, 1 DOZ BINDER CLIPS, 12 WRITING PADS, 6 LEGAL WRITING PADS, 6 BX JUMBO PAPER CLIPS, 1 BX FILE FOLDERS, 1 BX CLIC ERASER, 1 BX WIDE BODY PENS, 1 BX BLUE UNIBALL PENS, 1 BX PURPLE HIGHLIGHTER - DIR, ENG
0591391	MISSISSIPPI LIME CO	2,768.41	2,768.41	0.00	0.00	PEBBLE LIME - DELIVERED TO MONROE WTP - 9/14/05 - MN

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0591392	CHASTEEN, WILLIAM L	109.50	109.50	0.00	0.00	PORTABLE TOILET RENTAL @ E 7TH ST BETWEEN DUNN & GRANT - 6/29 - 8/16/05 - TD
0591393	NATIONAL WATERWORKS INC	3,762.50	1,514.50	2,248.00	0.00	175 CARSOMITE MARKERS, 100 SEWER DECALS, 75 WATER DECALS - TD
0591394	NATIONAL WATERWORKS INC	416.67	416.67	0.00	0.00	#33 FLUSH HYDRANT - TD
0591395	PAC-VAN INC	1,180.00	472.00	708.00	0.00	RENTAL OF ENGINEERING MODULAR - 9/11/05 - 10/10/05 - SC
		1,180.00	472.00	708.00	0.00	RENTAL OF PURCHASING / METER SERVICE MODULAR - 9/11/05 - 10/10/05 - SC
		365.00	146.00	219.00	0.00	RENTAL OF RESTROOM MODULAR - 9/11/05 - 10/10/05 - SC
		1,130.00	452.00	678.00	0.00	RENTAL OF TD / READY ROOM MODULAR - 9/11/05 - 10/10/05 - SC
0591395 total amount		\$3,855.00	\$1,542.00	\$2,313.00	\$0.00	
0591396	QUALITY COLLISION	716.93	286.77	430.16	0.00	REPAIR VEHICLE #620 FOR DAMAGE THAT OCCURRED IN ACCIDENT ON 7/11/05 - MS, PUR
0591397	ROGERS GROUP INC	187.46	124.96	0.00	62.50	ASPHALT - WATER & STORM @ 7TH ST, STORM @ 4TH & GRANT, WATER LINE @ 4TH & MAPLE, WATER LINE @ 6TH & GRANT - 8/23/05 - SW, TD
		136.19	76.67	0.00	59.52	ASPHALT - WATER LINE @ 11TH & ADAMS, WATER LINE @ N KINSEY PK, WATER LINE @ 12TH & FESS, STORM @ 13TH & SUMMIT, STORM @ 12TH & SUMMIT, WATER LINE @ 11TH & ADAMS, STORM @ 11TH & ILLINOIS - 8/29 - 9/01/05 - TD, SW
0591397 total amount		\$323.65	\$201.63	\$0.00	\$122.02	
0591398	ROGERS GROUP INC	314.32	191.25	123.07	0.00	#53 STONE, #11 COMM, DGA FILL - 7/18 - 7/21/05 - INSTALL LATERAL @ ROGERS & CHERAKEE, STOCK, WATER SERVICE @ ROGERS ST, WATER SERVICE @ 13TH ST - TD
		28.56	28.56	0.00	0.00	4" MAIN BREAK @ 5930 S PHYLLIS ST - 8/15/05 - TD
0591398 total amount		\$342.88	\$219.81	\$123.07	\$0.00	
0591399	ROGERS GROUP INC	155.24	138.84	0.00	16.40	#53 STONE - WATER SERVICE @ N GRANT, STORM & WATER @ 7TH ST, MAIN BREAK @ HECTER, (W05-2900) - 8/11 - 8/12/05 - TD
0591400	ROGERS GROUP INC	1,387.17	159.57	0.00	1,227.60	#11 STONE, COMM #53 A STONE, GRADED RIP RAP - 8/08 - 8/12/05 - STORM @ 11TH ST, (W05-2900) - SW, TD
		1,282.53	793.12	29.72	459.69	#11 STONE, COMM #53 S STONE, GRADED RIP RAP - 8/01 - 8/05/05 - STORM @ 7TH & DUNN, STORM @ 4TH & GRANT, WATER @ 7TH ST, STOCK, (W05-2900) - SW, TD
0591400 total amount		\$2,669.70	\$952.69	\$29.72	\$1,687.29	
0591401	ROGERS GROUP INC	2,041.91	65.32	0.00	1,976.59	#11 STONE, COMM #53 A STONE - 7/18 - 7/22/05 - STORM @ 7TH & DUNN, WATER LINE @ 7TH ST - SW, TD
0591402	S B C	68.70	68.70	0.00	0.00	SERVICE - GRIFFY HIGH LEVEL - 9/01 - 9/30/05 - GR
		68.70	0.00	68.70	0.00	SERVICE - MANHOLE TO TOWER FLOW METER - 9/01 - 9/30/05 - ENG
		115.00	46.00	69.00	0.00	SERVICE - UTILITIES - 9/01 - 9/30/05 - SC
		39.15	15.66	23.49	0.00	SERVICE - UTILITIES - 9/07 - 10/06/05 - SC
0591402 total amount		\$291.55	\$130.36	\$161.19	\$0.00	
0591403	STATE OF INDIANA	15,132.28	15,132.28	0.00	0.00	WATER USAGE - 8/03/05 - 9/01/05 - MN
0591404	WATER WORKS SUPPLIES	321.84	321.84	0.00	0.00	36 METER NUT SOCKETS FOR METER KEYS - MS, TD
0591405	XPEDX	604.05	241.62	362.43	0.00	8 CS ACCUWIPES, 1 CS BLACK CAN LINERS, 1 CS ROLL TOWELS - SC
0591406	INDIANA UNIVERSITY	11,672.92	4,669.17	7,003.75	0.00	RENTAL FOR SUITES 103, 108, 110 & 210 @ 501 N MORTON ST - OCTOBER 2005 - DIR

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0591407	BLOOMINGTON HOSPITAL	39.00	15.60	23.40	0.00	RANDOM DRUG SCREENING FOR A T&D EMPLOYEE - 8/02/05 - TD
0591408	VECTREN	102.96	50.18	52.78	0.00	SERVICE - 423 S WASHINGTON ST STORAGE, 2012 W 3RD ST, SERVICE CENTER, S CENTRAL BOOSTER - DUE SEPT 2005 - SC, BS
0591409	STINE, RON	12.16	12.16	0.00	0.00	MILEAGE FOR CALL OUT ON 9/22/05 - R STINE - PUR
0591410	CINERGY	17,552.45	15,523.68	2,028.77	0.00	SERVICE FOR LIFT STATIONS, BOOSTER STATIONS, SERVICE CENTER, STORAGE AREAS, TANKS, GRIFFY, MODULARS - AUGUST 2005 - GR, SC, TD
0591411	CITY OF BLOOMINGTON UTILITIES	2,715.70	207.76	2,507.94	0.00	WATER / WASTEWATER / STORMWATER SERVICE - SERVICE CENTER, TAMARRON, DILLMAN WWTP, BLUCHER POOLE WWTP - DUE 9/26/05 - ACCT
0591412	MBNA AMERICA BANK	6,845.55	6,845.55	0.00	0.00	MONTHLY CHARGE CARD PURCHASES FOR UTILITIES - SEPTEMBER 2005 - ACCT
0591413	POLLACK, LYNN	37,894.92	37,894.92	0.00	0.00	EARLY PAYOFF FOR PURCHASE OF RUSSELL ROAD WATER UTILITY - ACCT
0591414	FITZGERALD, MICHAEL O	37,894.92	37,894.92	0.00	0.00	EARLY PAYOFF FOR PURCHASE OF RUSSELL ROAD WATER UTILITY - ACCT
<b>Total Claims Amount -</b>		<b>\$439,965.77</b>	<b>\$316,177.32</b>	<b>\$119,505.10</b>	<b>\$4,283.35</b>	

## **DEPARTMENTS**

ACCT	=	Accounting
BP	=	Blucher Poole WWTP
BS	=	Booster Station
COMM	=	Communications
CR	=	Customer Relations
DIR	=	Directors Office
DR	=	Dillman WWTP
ENG	=	Engineering
ES	=	Environmental Services
GR	=	Griffy WTP
LAB	=	Laboratory
LL	=	Lake Lemon
LS	=	Lift Station
MN	=	Monroe WTP
MS	=	Meter Service
PUR	=	Purchasing
SC	=	Service Center or (USB)
SW	=	Stormwater
TD	=	Transmission & Distribution
WT	=	Winston Thomas

**AUTO-PAY & TRANSFERS  
FOR THE MONTH OF AUGUST, 2005**

GRAND TOTAL OF ALL AUTO-PAY & TRANSFERS ON THIS REGISTER

**\$533,498.31**

Allowance of Auto-Pay & Transfers - We have examined the Auto-Pay & Transfers listed on the forgoing Register, consisting of \_\_\_\_\_ pages, and except for Auto-Pay & Transfers not allowed as shown on the Register such Auto-Pay & Transfers are hereby allowed in the total amount of

\$533,498.31

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

Signature of Governing Board

AUTO-PAY & TRANSFERS FOR THE MONTH OF AUGUST, 2005

CITY OF BLOOMINGTON UTILITIES		2,149.67
CITY OF BLOOMINGTON UTILITIES PAYROLL FUND	8/19/2005	245,052.03
CITY OF BLOOMINGTON UTILITIES PAYROLL FUND	8/5/2005	246,910.42
INDIANA DEPARTMENT OF REVENUE		31,425.61
VECTREN		1,212.60
LYNN POLLACK		880.92
MICHAEL FITZGERALD		880.93
MONROE COUNTY BANK		1,334.37
CINERGY		3,651.76
	<u>TOTAL</u>	<u>533,498.31</u>



# INTERDEPARTMENTAL MEMORANDUM

## CITY OF BLOOMINGTON LEGAL DEPARTMENT RISK MANAGEMENT DIVISION

TO: Lee Jones, Utilities  
FROM: Paige Freitag, Assistant City Attorney *epf*  
DATE: September 27, 2005  
RE: Utilities Bank Agreements

Attached please find two copies of Utilities' Agreement for Banking Services with Irwin Union Bank and Trust, Co. for the Utilities Service Board's approval and signature at its October 3, 2005 meeting. These two copies have been signed by Irwin Union and the Mayor. Assuming the Board approves and signs the agreements, please return them to me so that I may secure Susan Clark's final signature.

Over the past few months, the City issued Request for Proposals for banking services for both Civil City and Utilities. After reviewing several proposals from area banks, Utilities decided to terminate its relationship with Monroe Bank and enter into a contract with Irwin Union. As you may know, Civil City has used Irwin Union for its banking needs since 2001 and has been extremely pleased. While Utilities and Civil City will both be using Irwin Union, each will maintain separate accounts as required under Indiana law.

The attached agreement is for a two-year term and allows Utilities to renew for an additional two years.

Please be advised that attached to these agreements are two of three exhibits, namely, Exhibit B, Amendment to Proposal, and Exhibit C, a copy of the City's RFP #2. Exhibit A, which has not been provided, is the actual Proposal Irwin Union submitted in response to the City's RFP #2. That Proposal is bound in a large binder, which I can provide to the Board if necessary.

Please call me at 3549 if you have any questions or need additional information. Also, I plan to attend the October 3 meeting in the event the Board has questions about the agreements.

## **AGREEMENT FOR BANKING SERVICES**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Bloomington, Indiana, and its Utilities Department, through its Utilities Service Board (hereinafter referred to as "City") and Irwin Union Bank and Trust Co., an Indiana corporation (hereinafter referred to as "Bank"),

### **WITNESSETH:**

WHEREAS, the City requires banking services and wishes to contract for the efficient and cost-effective provision of such (hereinafter referred to as "the Services"); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, the Bank is willing and able to provide such Services to the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **Article 1. Scope of Services**

**A. Accounts:** The Bank shall administer the following City accounts:

- i. City of Bloomington – Utilities Water/Wastewater Operating Account
- ii. City of Bloomington – Utilities Payroll Account
- iii. City Utilities Refund Account
- iv. Public Funds Sweep Account

Such administration shall be performed as set forth in the Bank's Proposal, a copy of which is attached hereto as Exhibit A, and as set forth in the Amendment to Proposal, attached as Exhibit B hereto. The parties agree that where the Pricing Worksheet indicates an estimate of the number of transactions per year, such number is the City's best estimate, and the City in no way guarantees such numbers as minimum or maximum volumes.

The City reserves the right to open additional accounts with the Bank during the contract period at the prices set forth in the Proposal as amended (Exhibits A and B). Further, the Bank will work with the City, through its Controller's Office, to determine and implement appropriate access and security features for users of on-line banking devices.

**B. Other Services:** At any time during the term of this Agreement, the City may request other services as listed in its Request for Proposal, #2, a copy of which is attached hereto as Exhibit C, and as described by the Bank in Exhibits A and B. Upon the City's request, the Bank shall perform such services as set forth in its Proposal and at the prices set forth therein.

**C. Joint Implementation Team:** The Bank shall coordinate an implementation team of representatives from the Bank and the City. This team shall create and carry out a plan for successful transfer of all accounts described in Section A, above, to the Bank, and for coordination of all other requested Services according to a mutually agreed-upon schedule.

**D. Training:** The Bank shall provide all necessary training to City personnel for proper use of the Services.

**E. Coordination:** Throughout the performance of the Services, the Bank shall maintain such coordination with the City as may be requested and desirable, including primary coordination with the Deputy City Controller and/or other staff designated by the City.

**F. Courier:** The Bank shall make available to the City the courier services of Centaur Associates, Inc. The City shall execute the Bank's "Customer Authorization for Courier Service." The City shall also enter into a separate agreement with Centaur outlining the manner of services to be provided. In the event the Bank terminates its relationship with Centaur, the Bank shall make alternative courier services available to the City under substantially similar terms and conditions.

The courier shall pick up and deliver documents and currency to and from designated City locations and the Bank. The City and the Bank shall work together with the courier to ensure safe, efficient, and accurate practices.

The City shall pay the Bank for courier services and supplies according to the Pricing Worksheet and "Courier Services Pricing" contained in the Bank's Proposal (Exhibit A). The Bank shall provide a monthly itemized statement detailing costs per location. Fees shall be deducted from the City's "Water/Wastewater Operating" account. The Bank shall be solely responsible for making any and all necessary payments to Centaur.

**Article 2. Standard of Performance:** The Bank recognizes and acknowledges that one of the primary bases for its selection for the provision of Services is the Bank's commitment to customer service. The Bank shall provide all Services to the City in a manner consistent with high-level customer service, indices of which shall include: efficient and cost-effective delivery of Services; timely response to City questions and requests for information; and timely resolution of any problems related to the Services.

**Article 3. Responsibilities of the City:** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly performance by the Bank, and the Bank shall be entitled to rely upon the accuracy and completeness of such information. The City shall participate in the Joint Implementation Team and shall work with the Bank to coordinate training of City staff, as described in Article 1, above.

**Article 4. Compensation:** The City shall compensate the Bank for the Services according to the charges set forth on the Pricing Worksheet included in the Proposal (Exhibit A) and the Amendment to Proposal (Exhibit B). Such charges shall remain constant throughout the term of this Agreement. The City may make such compensation through the payment of service charges, or by maintaining a compensating balance with the Bank, at the City's election. The City has initially elected not to maintain a compensating balance in its operating accounts. The City will fully invest all excess funds into the Public Funds Sweep Account without maintaining a compensating balance. Service charges will be charged monthly to the account designated by the City. To the extent the Proposal (Exhibits A and B) conflicts with this paragraph, the Proposal is expressly amended hereby to conform with the City's election.

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

**Article 6. Term of Agreement:** The term of this Agreement shall be two (2) years from the date of execution, unless otherwise terminated as set forth in Article 7 herein. However, the City may choose to renew this Agreement for a period of two (2) years upon the same terms and conditions set forth herein.

**Article 7. Termination:** In the event of the Bank's substantial failure to perform in accordance with the terms of this Agreement, the City shall send the Bank written notice of such failure, and the Bank shall have five (5) working days from the date of notice to cure or to submit a plan for cure acceptable to the City. In the event that such performance is not remedied to the satisfaction of the City, the City shall have the right to terminate this Agreement without penalty upon thirty (30) days' written notice.

If the City shall terminate this Agreement for any reason prior to the end of the term set forth in Article 6 herein, the City shall remain liable to the Bank in accordance with Article 4 herein for any Services rendered prior to the effective date of such termination.

**Article 8. Conflict of Interest:** The Bank declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of the Services required under this Agreement. The Bank agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 9. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 10. Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 11. Indemnification:** Each party shall defend, indemnify, and hold harmless the other party's officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement to the extent the same are occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the indemnifying party or its agents, employees, or independent contractors directly responsible to it, except to the extent such claims, demands, costs, expenses or other liability are occasioned solely by the negligence or willful misconduct of the indemnified party or its agents, servants, or independent contractors directly responsible to the indemnified party.

**Article 12. Insurance:** During the term of this Agreement, the Bank shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington shall be named as additional insured under the General Liability and Automobile Liability policies, and all policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

The Bank shall provide evidence of each insurance policy to the City prior to commencement of services under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which the Bank may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement.

**Article 13. Assignment; Third Party Rights:** Neither the City nor the Bank shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge

the assignor from any obligation under this Agreement. Nothing in this Agreement shall be construed to give rights or benefits to anyone other than the City and the Bank.

**Article 14. Governing Law:** This Agreement shall be governed by the laws of the State of Indiana.

**Article 15. Compliance With Laws:** In performing the Services under this Agreement, the Bank shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations. Where such statutes, ordinances, plans, or regulations of any public authority having any jurisdiction on the project are in conflict, the Bank shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 16. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City: City of Bloomington, Office of the Controller, P.O. Box 100, Bloomington, IN 47402  
Attn: Sharon Williams

Bank: Irwin Union Bank and Trust Co., 300 West Sixth Street, Bloomington, IN 47404  
Attn: Sarah Bard Rogers

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Bank.

**Article 17. Inspection of Records:** Bank will give the City, or its authorized representative, the privilege of inspecting, examining, and auditing, with or without notice, during normal business hours, such business records as are directly relevant to any financial arrangement arising from this Agreement.

**Article 18. Intent to be Bound:** The City and the Bank each bind itself and its successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**Article 19. Integration and Modification:** This Agreement, along with Exhibits A, B, and C, which are hereby incorporated by reference, represents the entire and integrated agreement between the City and the Bank. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first written above.

**City**

City of Bloomington  
Utilities Service Board

\_\_\_\_\_  
Tom Swafford  
President

\_\_\_\_\_  
USB Member

\_\_\_\_\_  
USB Member

\_\_\_\_\_  
USB Member

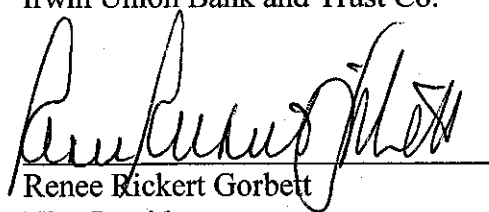
  
\_\_\_\_\_  
Mark Krizan  
Mayor

Attest:

\_\_\_\_\_  
Mary Susan Clark  
City Controller

**Bank**

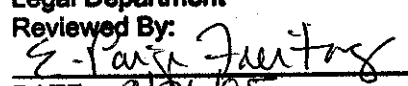
Irwin Union Bank and Trust Co.

  
\_\_\_\_\_  
Renee Rickert Gorbett  
Vice President

**CITY OF BLOOMINGTON**

**Legal Department**

**Reviewed By:**

  
DATE: 9/26/05

Prepared by: E. Paige Freitag, #20312-49, Assistant City Attorney, P.O. Box 100, Bloomington, IN 47402

## **EXHIBIT B**

### **AMENDMENT TO PROPOSAL**

The City of Bloomington and its Utilities Department ("City") and Irwin Union Bank and Trust Co. ("Bank") agree that the following revisions and additions are made to the Bank's proposal, which is included as Exhibit A to this Agreement:

1. Wire Transfers: The page entitled "Wire Transfers" found under the tab containing the title page labeled "Scope of Banking Services" of the Bank's proposal (Exhibit A) is amended by adding the following language to the end of the second paragraph:

"If it appears that the Bank is at fault for any delay in receipt or posting of wire transfers, the Bank will reimburse the City for any lost earnings or other costs as a result of such delay."

2. Pricing Worksheet: The Bank's Pricing Worksheet found under the tab containing the title page labeled "Pricing Worksheet" of the Bank's Proposal (Exhibit A) is amended by deleting in its entirety the last sentence of the Section entitled "Interest Rate on Repurchase Agreement" and replacing it with the following language: "\*\*\*Irwin Union Sweep rate 2.6% and will adjust to market fluctuation."



REQUEST FOR PROPOSAL  
#2 – Utilities Accounts  
CITY OF BLOOMINGTON, INDIANA  
CORPORATION BANKING SERVICES

**I. INTRODUCTION**

**A. Objective**

The objective of issuing this Request for Proposal (RFP) is to select an institution through which the City can obtain low-cost, quality collection and disbursement services and implement a safe, competitive short-term investment system. The City will select a full service bank that enables the City to use modern banking tools and services to minimize cost and maximize return, especially in the areas of cash management and on-line banking.

**B. Background**

The City of Bloomington is a municipal government which includes 25 departments and divisions serving over 69,000 citizens. Until 1996, the City was required by state statute to maintain its banking services in several separate depositories. In 1997, the City consolidated banking services and streamlined account and investment management activities performed by Controller's Office staff. The contracts between the City and its current banking institutions have expired.

**C. Instructions**

1. Sealed Proposals: Each responding institution shall deliver five (5) copies of their complete proposal on or before the RFP due date listed in the Proposed Timetable. Responses to this Request will be submitted in a sealed envelope, clearly identified as:

**PROPOSAL - RFP #2  
CITY OF BLOOMINGTON UTILITIES  
CORPORATION BANKING SERVICES**

and delivered to:

CITY OF BLOOMINGTON  
CONTROLLER'S OFFICE  
CITY HALL AT SHOWERS CENTER  
401 N. MORTON STREET  
BLOOMINGTON, IN 47404

1. Response: Each responding institution shall submit only one proposal to this RFP.

This proposal must:

- a. Address each of the services listed in Section II: Scope of Banking Services;
- b. Include the completed Pricing Worksheet (page 15 of this document) listing the services and fees both annually and per item;
- c. Describe related services not requested in this RFP that the City might find desirable for either initial or future implementation. This description should also contain a listing of any cost associated with these services; and
- d. Be delivered by the responding institution, postal service, commercial, or private delivery service. Facsimile or telephone proposals will not be accepted.

The proposal must also include:

- e. Completed proposal cover sheet (page 12 of this document);
  - f. Current availability schedule for presentations;
  - g. Institution's financial statements for the previous two (2) years (must include an auditor's unqualified opinion and appropriate notes to financial statements);
  - h. Description and samples of the reports, both electronic and paper, that the City would receive for the services provided by your institution;
  - i. List of previous six (6) months earnings credit rate for similar corporate and/or governmental accounts;
  - j. Reference list of names, telephone numbers and contact persons for at least two (2) high-volume deposit customers that may be contacted by the City;
  - k. Signed and notarized non-collusion statement (page 13); and
  - l. Description of the institution's disaster recovery plan that would assure the City that operations would not be interrupted in the event of a disaster.
2. Questions and Additional Information: Requests for clarification or additional information should be made in writing to:

Sharon Williams  
City of Bloomington  
PO Box 100  
Bloomington, IN 47402

4. Proposed Timetable:

Requests for proposals issued:	July 29, 2005
Questions submitted in writing:	August 8 - 12, 2005
Proposals Due in Controller's Office:	August 19, 2005
Review proposals and conduct interviews/presentations:	August 22 - 26, 2005
Selection of bank:	August 29, 2005
Contract negotiations/processing:	August 31 – September 14, 2005
Contract effective date:	September 15, 2005
Contract end date:	September 14, 2007

\* Questions will be accepted August 8 through August 12, 2005. All questions must be submitted in writing and delivered via fax, e-mail, postal service, or hand delivered. Questions and answers will be collated and mailed to all RFP recipients on August 15, 2005.

D. Selection Criteria: Responses to the RFP will be evaluated and the winning proposal selected using (but not limited to) the following criteria:

1. Complete response to all services and inclusion of all required information and forms;
2. Aggregate banking services cost, per identified activity;
3. Ability to meet service requirements over the term of this banking agreement;
4. Availability schedule for collected funds;
5. Best rate and lowest minimum balances on investment agreements;
6. Ability to provide numerous electronic banking services as requested now and in the future;
7. Proposal for customer service/problem resolution management.

Evaluation: Each reviewer at the City of Bloomington will award each proposal a score of 1 – 5 on the above criteria. The contract will be awarded to the responsible and responsive proposer whose average score ranks highest among the proposals received.

E. Terms and Conditions:

1. Proposers shall thoroughly examine and be familiar with these specifications. The failure or omission of any responding institution to receive or examine this document shall in no way relieve any responding institution of obligations with respect to this RFP or the subsequent contract.
2. The City reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items.
3. Proposers may be requested to provide supplemental information or to make a presentation in addition to their proposal. The City reserves the right to request additional information and/or presentations from any financial organization. Additional information may be presented in writing or by oral presentation during a pre-selection interview.
4. The obligation and the performance of the proposer to which the services are awarded under the resulting contract shall be subject to compliance with the provisions of Indiana Code 5-13 and all other applicable laws and ordinances.
5. In the event that the proposer to whom the services are awarded does not execute a contract within sixty (60) calendar days after the award, the City may give notice to such proposer of intent to award the contract to the next most qualified institution or to call for new proposals and may proceed to act accordingly. The City assumes no cost by the proposer in preparation, submission or presentation of this proposal.
6. The pricing worksheet indicates an estimate of the number of transactions for the year. This number is the City's best estimate of the average volume, and the City in no way guarantees these as minimum or maximum volumes.
7. All quotations shall be guaranteed for the entire duration of the contract.
8. The City reserves the right to eliminate any individual service contained in the proposal, if based on analysis, the fees for providing the service are excessive or the service proposed can be administratively performed in an alternative manner.
9. The City reserves the right to terminate with ninety (90) days written notice any contract arising from this RFP. Furthermore, the City may terminate the contract without prior written notice upon the failure of the selected bank to comply with the terms and conditions of the proposal. Under no circumstances will any damages be paid as a result of the termination of this contract.
10. Qualified proposing banks must be a Qualified Public Depository per applicable Indiana Statutes for the period of the contract.

11. The selected provider agrees that it will charge only for services contained in this RFP. Services not contained in this RFP will not be rendered or charged without the prior written consent of the City.
12. Subcontracting by the contractor without written consent of the city is prohibited under the terms of this agreement.
13. Provider will give the City, or its authorized representative, the privilege of inspecting, examining, and auditing, with or without notice, during normal business hours, such business records which are directly relevant to any financial arrangement arising from this RFP.
14. The selected bank shall agree to hold the City of Bloomington harmless from any claims and related expenses arising from your employees or agents providing the services agreed upon and arising from this process. This includes but is not limited to property damage, bodily injury, personal injury to third parties, and damage to premises of the City. Resolution of any disputes arising from this process will be subject to, and conducted in accordance with, the laws of the State of Indiana.
15. All proposals will be on file in the Controller's Office in City Hall after August 29, 2005. Should a bank submit an RFP that contains trade secrets, it must be clearly marked as such. At the discretion of the City Controller, it will be determined whether or not it is a bona fide declaration. In the event that it is deemed a legitimate trade secret, the marked sections shall not be disclosed to the public. Under no circumstance will any portion of responding institution's price proposal be considered a trade secret.

## **II. SCOPE OF BANKING SERVICES: RFP #2**

### **A. General**

The banking services detailed in this section will be performed for the City on a contractual basis for a term not to exceed two (2) years.

It is the City's intent that the selected bank provides all the banking services for the transaction accounts listed below. The proposal shall respond to each of the services described and include complete pricing information on the Pricing Worksheet (page 15 of this document).

### **B. Account Structure**

The following transaction accounts are the subject of this Request for Proposals:

City of Bloomington - Utilities Water/Wastewater Account(s)  
City of Bloomington - Utilities Payroll Account

The City's objective is to minimize account maintenance fees and maximize the investment earning potential of idle funds while retaining the ability to distinguish among deposits to and disbursements from each of these entities.

Your bank may propose an account structure to meet these objectives using any of the following account types: multi-tiered, zero-balance, controlled disbursement, operating or other types of accounts as allowed by the laws of the State of Indiana.

C. Additional Accounts

The City reserves the right to open additional accounts with the selected bank during the contract period at the price proposed in this proposal provided the selected bank is furnished notification at least thirty (30) calendar days before implementation date.

From time to time, the need will arise for the City to open escrow accounts associated with construction projects. Please describe your services and requirements in this area.

D. Transfers Between Accounts (or Sub-Accounts)

The City requires the capability of transferring funds between accounts or sub-accounts via a personal computer (PC) located in the Utility Office or by telephone. Between the two, the City would prefer to transfer funds between accounts or sub-accounts via PC.

Please describe your services in this area.

Please indicate the business hours that this can be accomplished during which transfers will result in same day credit.

E. Deposit Items

Deposit items will not be encoded or sorted by the City. Bank encoding errors are to be corrected within 72 hours after notification by the City at no cost to the City.

All returned items will be automatically presented a second time. Please provide the bank's standard return policy for items returned a second time. Describe any non-standard options that are available.

What is the latest time that a deposit can be made still receiving same-day credit?

What are your required specifications for deposits?

City employees do not transport money, and, therefore, a courier service is required. A separate agreement for courier service is an option. Additionally, throughout the year Saturday or Sunday pickup may be necessary. Please describe your services or plan for courier services.

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**Deleted:** from various departments are accustomed to depositing City funds via a night deposit drop box. Please describe the banks ability to meet this need, including, designated location, providing secure locking deposit bags, etc.

Processed deposit slips shall be delivered to the Utility Office by 10:00 a.m. the next business day. Please indicate whether the bank will comply with this requirement.

F. Wire Transfers

1. Incoming: The accounts listed above in Section II.B. receive approximately 20 wire transfers a year from state, federal and private sources.

All incoming wire transfers will receive same day credit regardless of time of receipt.

When a wire transfer arrives, in what manner and timeframe will the City be notified?

Should an anticipated wire transfer not arrive, what is your bank's procedure and policy regarding tracing responsibility for the delay and making adjustments for any lost interest?

2. Outgoing: The accounts listed above in Section II.B. order approximately 20 wire transfers a year.

The selected bank must agree to provide a copy of each wire transfer confirmation evidencing the amount, date and time, as well as the wire transfer number for all outgoing wires on a daily basis to the City via courier, mail or facsimile.

How would the City contact the bank to order an outgoing wire transfer?

How soon after ordering will outgoing wire transfers be executed?

Should an ordered transfer not be received by the destination party by 5:00 p.m. local time, what is your policy regarding tracing responsibility for the delay and making adjustments for any lost interest?

3. Other

The selected bank will have on-line capabilities with "Fed Wire," "ACH," and other electronic transfer services. Please describe your bank's capabilities in this area.

G. Availability of Funds

The Selected bank agrees to credit the Utility Water/Wastewater Account(s) (or the equivalent) for selected items according to the following schedule:

Incoming wire transfers from bank-initiated repurchase agreements shall be credited to the appropriate account by 9:00 a.m.

The City requests same day credit for U.S. Treasury Checks, State of Indiana Checks, and checks from all other public fund entities, including City of Bloomington investment checks, which are typically processed on Thursday of each week.

All other checks will be based on the selected bank's funds availability schedule. Selected bank agrees to notify the City, in writing, of any changes to the schedule. City reserves the right to periodically audit the selected bank's compliance with the existing availability schedule.

Please state your collected funds availability policy.

#### H. Short-Term Investment of Excess Funds

Please describe how your bank's repurchase agreement services operate and how interest would be calculated and accrued. Please give an example. These services must be in compliance with Indiana Code 5-13-9.

Please describe how the earnings credit and sweep investment rates are calculated. Include in the description any readily identifiable index for which rates are published regularly in a publication of general circulation, i.e., the 90-day Treasury bill or Federal Funds rate.

Clearly state the formula for compensating balances, and provide an example of the calculation.

State rates and charges associated with sweeping into an investment other than a repurchase agreement, such as money market and Invest Indiana.

The City requests that a cap not be placed on the sweep balances. However, assuming a cap will be placed on such balances, how will the City be compensated for cash not invested overnight?

#### I. AQUA Pay

At the current time, 2,900 of the 24,000 City of Bloomington Utilities customers pay their water bills through "AQUA Pay" program which automatically debits the customer's checking account for the amount due on the due date and credits the funds to the City of Bloomington - Utilities Water & Wastewater Accounts (or new equivalents).

Selected bank must have the capability to originate these Automated Clearing House (ACH) transactions.

#### J. Optional Electronic Merchant Services

Explain your willingness and capability to support the City in regard to accepting credit and debit cards for electronic payment at select the Utility Department.



Please present options for this type of service along with your equipment and technical requirements.

K. Account Reconciliation

The selected bank will provide reconciliation service for all accounts resulting from this RFP. Reconciliation services include at least the following requirements:

EITHER a CD-ROM of digitized check images (front and reverse) indexed by, at a minimum, check number, amount, and date paid of each check paid by the bank each month to be provided within seven (7) days after the end of a month (preferred);

OR return of all canceled checks, sorted by check number on a monthly basis AND a computer file (ASCII Fixed Length) on 3.5" diskette including at least the check number, amount and date paid of each check paid by the bank each month within ten (10) days after the end of the month. Return of all other items, such as debit and credit memos, and deposit tickets in date order on a monthly basis within ten (10) days after the end of the month.

All debit and credit memos required to adjust errors caused by the bank will not be charged to the City.

What other services do you provide in this area?

L. Account Information and Statement Frequency

The City desires the ability to access account information electronically via PC in the Utility Office. Can your bank do this at this time? If not, what are your plans, if any, to offer this service? Can this information be accessed by multiple users in multiple locations? Can this be restricted? What security features do you offer?

A daily report summarizing the previous day's debit and credit transactions within any Cash Concentration Account resulting from this RFP will be provided and will EITHER be available to be printed out from a PC at the Utility Office (preferred) OR be transmitted to the Utility Office via facsimile or courier in a sealed envelope.

Monthly bank statements will be for the full calendar month and will be delivered to the Utility Office within ten (10) days after the end of each month.

The Monthly Service Charge Report for a particular month will be completed and delivered to the Utility Office within ten (10) days after the end of each month.

M. Monthly Service Charge Calculations

The selected bank will prepare a billing for services rendered on a monthly basis.

Total service charges will be calculated based on the actual number of transactions for a month multiplied by the fixed charge per item. Please describe the method of charging for services. In other words, explain whether the bank will charge monthly services against compensating balances (calculated in accordance with item H, or through direct account billing).

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It is the intention of the City that all per item charges remain fixed over the life of the contract.

**N. Customer Service/Problem Resolution**

The City requests that the proposing banks provide the names of a designated account executive, as well as an alternate, both to be located within the corporate boundaries of the City. Please describe the types and frequency of services these individuals provide.

At minimum, these services will include telephone consultation when questions/concerns arise, an annual assessment of services provided highlighting areas for potential cost efficiencies as well as describing any corrective action plan to improve customer service.

The designated account executive and alternate must have the authority to make timely decisions to resolve customer problems in the normal course of business on their own without having to refer to other people within the bank. Please describe your problem resolution process, including specific time frames for resolving identified problems.

**O. Check Specifications**

The bank agrees to provide MICR check specifications to the Controller's Office to ensure accurately manufactured checks.

**P. Positive Pay**

The City desires the ability to electronically transmit a file to the bank containing information about each check issued by the City. The bank will use the information from said file in order to appropriately process checks drawn against City accounts. On each banking day, the bank will generate an Exception List to be transmitted to or made available for viewing by the City.

Please explain the procedures, rates, and charges associated with your Positive Pay service.

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**III. PROPOSALS: EXPLANATIONS AND REQUIRED FORMS**

**A. Proposal Cover Sheet**

All banks are to complete the "Proposal Cover Sheet" (page 12), attach the requested forms, reports and materials and return the package to the City in accordance with the instructions in Section I.C.

B. Non-Collusion Affidavit

The representative of each bank should read the non-collusion affidavit (page 13) and sign it in the presence of a notary public who shall then sign it and affix his/her seal.

C. Pricing Worksheet

Each bank should review the pricing worksheet (page 14) and price each service specified and detail any other services proposed by the bank. Per item charges should be extended to the Annual Charges column. The total of this column will be entered on the line Total Proposed.

The proposal will be on a variable cost basis. Under the variable cost method, actual monthly services will be counted and the volume of transactions will be computed to determine the actual charges to the City.

Use of the Pricing Worksheet or a copy thereof is required of all responding institutions. No proposal will be considered without amounts being placed on this form. If the bank is unable to meet or exceed the requirements specified, then the phrase "No Proposal" should be entered for that particular item.

**CITY OF BLOOMINGTON UTILITIES**  
**CORPORATION BANKING SERVICES**  
**RFP # 2 (City Water and Wastewater Accounts)**  
**PROPOSAL COVER SHEET**

PROPOSAL SUBMITTED BY:

BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FACSIMILE \_\_\_\_\_

This proposal contains all the information requested in the Request for Proposal, including the following:

- Non-Collusion Affidavit
- Completed Pricing Worksheet listing the services and costs both annually and per item
- Bank's Availability Schedule(s)
- Bank's Audited Financial Statements for the previous two years
- Response to services required in section II
- Description and samples of the reports, both electronic and paper, that the City would receive for the services provided by your institution
- List of previous six (6) months earnings credit rate for similar corporate accounts;
- Reference list of names, phone numbers and contact persons for at least two (2) high-volume deposit customers that may be contacted by the City
- Description of the institution's disaster recovery plan that would assure the City that operations would not be interrupted in the event of a disaster.

PROPOSAL PREPARED BY:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PLEASE PROVIDE FIVE (5) COPIES OF YOUR PROPOSAL**

**NON-COLLUSION AFFIDAVIT**

**To be read, signed and notarized**

**STATE OF INDIANA**

**CITY OF BLOOMINGTON**

The undersigned bidder or agent, being duly sworn on oath, says that s/he has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combinations, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

S/He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gifts, commission or thing of value on account of such sale.

\_\_\_\_\_

\_\_\_\_\_  
Bidder or Agent

For: \_\_\_\_\_  
Firm or Corporation

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2001.

My Commission Expires:

\_\_\_\_\_

Notary Seal

**CITY OF BLOOMINGTON UTILITIES**  
**CORPORATION BANKING SERVICES**  
**RFP # 2 (City Water and Wastewater Accounts)**

**PRICING WORKSHEET**

BANK \_\_\_\_\_

**BANK DEPOSITORY SERVICES**

	<b>ESTIMATED TOTAL ANNUAL VOLUME</b>	<b>CHARGES PER ITEM</b>	<b>ANNUAL SERVICE CHARGES</b>
Account Maintenance:	12 months x 5 accounts		
Claims Checks Paid:	3,600		
AQUA Pay ACH Transmissions:	75		
AQUA Pay ACH Transactions	11,500		
Payroll ACH Transmissions:	100		
Payroll ACH Transactions:	2,600		
Transfers Between Accounts:	40		
Deposits:	1,400		
Returned Checks:	240		
Stop Payments:	12		
Wire Transfers – Incoming:	10		
Wire Transfers - Outgoing (not payroll):	10		
Daily Report on Concentration Account	240		
Monthly Service Charge Report	12 months x 5 accounts		
Account Reconciliation:			
CD option (1 CD x 5 accounts)	12 months x 5 accounts		
Electronic merchant transactions:	2000		
Other Services (list and price):			

OTHER SERVICES

Daily Repurchase Agreements \$ \_\_\_\_\_

Safekeeping Fees \$ \_\_\_\_\_

TOTAL PROPOSED: \$ \_\_\_\_\_

Minimum Amounts Required for Open Repurchase Agreement:

Initial Amount \$ \_\_\_\_\_ Increment \$ \_\_\_\_\_

Interest Rate on Repurchase Agreement:

Rate Basis: Points above Rate: \_\_\_\_\_ or Points below Rate: \_\_\_\_\_